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PRIME ASCOT, L.P.; PRIME ASCOT
ACQUISITION, LLC; PRIME/PARK LABREA
TITLEHOLDER, LLC; and
PRIME ADMINISTRATION, LLC

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION

NICHA LEASER, ATCHARA WONGSAROJ,
KATINA MAGEE, and JOYCE EISMAN,
individually, and on behalf of others similarly
situated,

Plaintiffs,

v.

PRIME ASCOT, L.P., a California limited
partnership; PRIME ASCOT ACQUISITION,
LLC, a Delaware limited liability company;
PRIME/PARK LABREA TITLEHOLDER,
LLC, a Delaware limited liability company
(originally sued as Doe 1); PRIME
ADMINISTRATION, LLC, a Delaware limited
liability company; and Does 31 through 50,
inclusive,

Defendants.

Case No. 2:20-CV-02502-DJC-AC

**NOTICE OF MOTION AND JOINT
MOTION FOR CERTIFICATION OF A
SETTLEMENT CLASS AND
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AGREEMENT**

*[Filed concurrently with Memorandum of Points
and Authorities; Declaration of Mark L.
Hejinian; Declaration of Alex Tomasevic; and
[Proposed] Order]*

Date: December 18, 2025
Time: 1:30 p.m.
Ct rm: Courtroom 7, 14th Floor

District Judge Daniel J. Calabretta

Trial Date: not set

1 **TO PLAINTIFFS AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on December 18, 2025, at 1:30 p.m., or as soon thereafter
3 as the matter may be heard in Courtroom 7 of the United States District Court, Eastern District of
4 California, Sacramento Division, located at 501 I Street, Sacramento, California 95814, Plaintiffs
5 NICHIA LEASER (“Leaser”), ATCHARA WONGSAROJ (“Wongsaroj”), KATINA MAGEE
6 (“Magee”), and JOYCE EISMAN (“Eisman”), individually, and on behalf of others similarly
7 situated (“Plaintiffs”) and Defendants PRIME ASCOT, L.P.; PRIME ASCOT ACQUISITION,
8 LLC; PRIME/PARK LABREA TITLEHOLDER, LLC; and PRIME ADMINISTRATION, LLC
9 (“Defendants”) (collectively, the “Parties”) jointly and respectfully request that the Court:
10 (1) grant preliminary approval of the proposed Class Action Settlement; (2) provisionally certify
11 the proposed Settlement Class by entering an order in the proposed form lodged herewith; and
12 (3) set the date for a formal fairness hearing on final settlement approval.

13 Plaintiffs assert four types of claims, individually, and on behalf of others similarly
14 situated, arising out of their tenancies at Blue Rock Village and Park La Brea, managed or owned
15 by a particular Defendant: (1) Plaintiffs Wongsaroj, Leaser, and Magee assert claims for breach of
16 the warranty of habitability at Blue Rock Village (and other related claims) arising from alleged
17 mouse infestation of their apartments; (2) for allegedly unlawful liquidated damages relating to a
18 \$75 late fee at Blue Rock Village and a different late fee at Park La Brea; (3) for allegedly
19 unlawful liquidated damages when tenants decide to end their lease in the middle of the lease term
20 and have selected an early termination fee option rather than to be liable for all damages incurred
21 through the remainder of the lease term; and (4) for allegedly failing to comply with California’s
22 security deposit statute, California Civil Code section 1950.5. Defendants deny wrongdoing of any
23 kind whatsoever.

24 The Parties have engaged in extensive negotiations and reached a settlement that represents
25 a fair compromise of their respective positions. Under the proposed settlement, the Parties agree to
26 certify a Settlement Class consisting of all persons who were a resident of Blue Rock Village or
27 Park La Brea and paid at least one late fee exceeding \$55.00 between May 9, 2014, and February
28 18, 2025, and whose claims have not been extinguished, released, or waived. Defendants will

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1 create a non-reversionary settlement fund (consisting of \$292,960.07) and pay each settlement
2 class member the amount of any late fee exceeding \$55.00 paid between May 9, 2014, and
3 February 18, 2025, less \$55.00. Unpaid funds remaining in the settlement fund shall be paid to
4 appropriate state or local government unclaimed property funds in the name of the recipient.

5 The parties have also negotiated injunctive relief. If the Court approves, Defendants will
6 agree to be bound by a two-year injunction to cap monthly late fees at \$55.00 per monthly charge.
7 After two years, Defendants agree to limit late fee increases by no more than an amount equal to
8 the preceding annual increase in the Consumer Price Index (“CPI”) as set forth by the U.S. Bureau
9 of Labor Statistics in the month immediately preceding any such fee increase. Next, Defendants
10 will implement and/or maintain procedures to prohibit the assessment of late fees solely on unpaid
11 late fees, and to ensure compliance with California Civil Code section 1950.5 with respect to
12 security deposits. Subject to Court approval, Defendants will also separately pay for claims
13 administration and the dissemination of notice to the Class, for Plaintiffs’ reasonable attorneys’
14 fees and costs, and an Incentive Payment of up to \$10,000 to each named Plaintiff.

15 Defendants will also separately pay Plaintiffs Leaser and Wongsaroj, together, \$100,000,
16 inclusive of attorneys’ fees and costs in exchange for their dismissals with prejudice of their
17 individual habitability claims.

18 Defendants, in turn, will receive a release from the Settlement Class of all claims relating
19 to Defendants’ late fee, early termination option fee, and security deposit practices at Blue Rock
20 Village and Park La Brea.. Defendants will also receive a release from Plaintiffs Leaser and
21 Wongsaroj of their habitability claims at Blue Rock Village. This proposed settlement is fair to all
22 parties and should be preliminarily approved.

23 This Motion is based on the Notice of Motion and Motion, the following Memorandum of
24 Points and Authorities, the Declarations of Mark L. Hejinian and Alex Tomasevic in support of
25 the Motion, all the pleadings and papers on file in this action, any matters of which the Court may
26 take judicial notice, any evidence or argument presented at the hearing on the motion, and any
27 other matters the Court deems proper.

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DATED: November 24, 2025

NICHOLAS & TOMASEVIC, LLP

By: /s/ Alex Tomasevic
ALEX TOMASEVIC
CRAIG M. NICHOLAS
Attorneys for Plaintiffs
NICHIA LEASER, ATCHARA WONGSAROJ,
KATINA MAGEE and JOYCE EISMAN

DATED: November 24, 2025

COBLENTZ PATCH DUFFY & BASS LLP

By: /s/ Mark Hejinian
MARK L. HEJINIAN
Attorneys for Defendants
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ACQUISITION, LLC; PRIME/PARK LABREA
TITLEHOLDER, LLC; PRIME
ADMINISTRATION, LLC